

KATK810025222019



IN THE COURT OF PRL. CIVIL JUDGE & JMFC., AT SIRA.

Dated this the 13th Day of August 2026

PRESENT: NARSIMHAMURTHY.A
B.A.,LL.B.,
Prl. Civil Judge & JMFC., Sira

O.S.No.321/2019

PLAINTIFF: Anwar @ Anwar Sab,
 S/o Late M. Ahamed Sab,
 Aged about 49 years,
 R/at Santhepete, Sira Town,
 Tumakuru District.
 Now r/at Peshumam Mohalla,
 Sira Town, Tumakuru District.

(By Sri. M.A., Advocate)

/Vs/

DEFENDANT: Syed Ameer
 S/o Late Syed Farooq,
 Aged about 70 years,
 R/at Jahan Hazrath Galli,
 Begum Mohalla, Sira Town,
 Tumakuru District.

(By Sri. B.N.A., Advocate)

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O.S.321/2019



Date of Institution of suit : 18.12.2019
Nature of suit : Declaration and
Permanent Injunction

Date of commencement of
Recording of evidence : 22.07.2022

Date on which Judgment was
Pronounced : 13.08.2026

Total duration taken for
Disposal of the suit : Day/s Month/s year/s
06 07 25

Sd/-
(NARASIMHAMURTHY .A)
Prl. Civil Judge & JMFC.,
Sira.

J U D G M E N T

The plaintiff has filed the suit against the defendant seeking the relief of Declaration and Permanent injunction in respect of suit schedule property and for costs and such other reliefs.



2. Factual matrix of the plaintiff's case as under:

The plaintiff is the absolute owner and in peaceful possession and enjoyment of the suit schedule property. The suit schedule property originally belonged to the Government of Karnataka. On behalf of Government of Karnataka the then chief officer of TMC Sira has issued a Grant certificate in respect of suit schedule property dated 26.03.1993 in favour of plaintiff under Ashraya Scheme. From the date of grant the plaintiff is in peaceful possession and enjoyment of the suit schedule property, accordingly khata of the suit schedule property was also changed in the name of plaintiff.

3. The plaintiff further submitted that he has left Sira for his livelihood, after long time the plaintiff visited the suit schedule property at that time, he came to know that defendant was putting construction over the suit schedule property. When the plaintiff questioned the same to the defendant, he has answered that he has purchased the suit



schedule property under registered sale deed dated 09.06.2010. The defendant has created fake document in respect of suit schedule property, thereby he has denied the title of the plaintiff over the suit schedule property. The defendant is attempting to interfere with the plaintiff's peaceful possession and enjoyment of the suit schedule property. In this regard, the plaintiff has also lodged complaint before Sira Police station in Crl.Mis.440/2019. On the basis of fake documents he is attempting to alienate the suit schedule property in order to deceive the right and title of the plaintiff over the suit schedule property. Hence, this suit.

4. After service of summons, defendant has appeared through his respective counsel and filed the written statement wherein he has denied the plaint averments as false. Further submits that he is the absolute owner and in possession and enjoyment of the suit schedule property. He has purchased the same under registered sale deed dated 09.06.2010 from its



lawful vendor Anwar S/o M. Ahamed Sab who got the suit schedule property under Ashraya scheme dated 16.06.1993. As per the Hakkupathra the vendor of defendant was in possession of the said property. Thereafter, he has sold the suit schedule property in favour of defendant. Accordingly defendant has constructed building in the suit schedule property by taking approval from CMC., Sira.

5. The defendant further submitted that the suit schedule property is a vacant site as alleged by the plaintiff. The plaintiff has come up with this false suit in order to wrongful gain. The defendant is residing in the suit schedule property, he has no other residence for his living. The alienation of the property will not arise at all. The plaintiff has illegally claiming his right over the suit schedule property. Hence, prayed to dismiss the suit with cost.

6. In view of the pleadings of both the parties, the following Issues have been framed by my Learned Predecessor;



ISSUES

1. Whether the plaintiff proves that he is the absolute owner and possessor of schedule property?
 2. Whether the plaintiff proves that alleged interference by the defendant?
 3. Whether the plaintiff proves that sale deed dated 09.06.2010 is null and void?
 4. Whether the defendant proves that suit is bad for non joinder of necessary parties?
 5. Whether the plaintiffs are entitled for the relief as sought for?
 6. What Order or Decree?
7. In order to substantiate the case, the plaintiff himself examined as PW.1 and no documents are produced.
8. Heard the arguments of learned Counsel for plaintiff and defendant. Perused the pleadings, oral and documentary evidence placed on record.
9. My answer to the above Issues are as under;

ISSUE No.1 : In the Negative



ISSUE No.2 : In the Negative

ISSUE No.3 : In the Negative

ISSUE No.4 : In the Negative

ISSUE No.5 : In the Negative

**ISSUE No.6 : As per final order
for the following;**

REASONS

10. **ISSUE No.1:** It is the case of the plaintiff that the plaintiff is an absolute owner and in possession and enjoyment of the suit schedule property. In order to prove the case of plaintiff himself has entered into witness box and examined as PW.1 and has not got marked any documentary evidence. The plaintiff stated that he has acquired the suit schedule property under grant certificate dated 26.03.1993 which was issued by CMC, Sira. In support of the pleadings, plaintiff has not produced any grant certificate in order to corroborate his pleadings.



11. The burden of proving the ownership lies on the person one who seeks any relief before the court. As such the burden in this case heavily lies on the plaintiff. However, to prove his possession and enjoyment over the suit schedule property. The plaintiff himself admitted that the defendant is living in a suit schedule property by constructing house in the same. The plaintiff is not at all living in the suit schedule property. Such being the case, the possession and enjoyment over the suit schedule property by the plaintiff is not proved. In so far as ownership is concerned the plaintiff has not produced any supportive title documents in respect of suit schedule property. As per the present title deed in respect of suit schedule property is in favour of defendant. Hence, in so far as ownership of suit schedule property is concerned also is not in favour of plaintiff. Accordingly plaintiff has not established his ownership and possession over the suit schedule property. Hence, I answer **Issue No.1 in the Negative.**



12. **ISSUES No.2 AND 3:-** In order to avoid repetition of facts, I have taken these two Issues together for common discussion.

The Plaintiff has alleged that defendant is interfering with the plaintiff's peaceful possession and enjoyment over the suit schedule property by virtue of sale deed dated 09.06.2010 in respect of suit schedule property. The plaintiff alleged that defendant has created a sale deed dated 09.06.2010 in respect of suit schedule property. The very sale deed was not executed by the plaintiff, hence it is not binding on the plaintiff. In support of the same, the plaintiff himself has produced the photocopy of sale deed dated 09.06.2010. On carefully perusal of the above said sale deed, the name of vendor is shown as Anwar S/o M.Ahamed Sab which is similar to the name of plaintiff. Further, the schedule mentioned in the above said sale deed and in the plaint are one and the same. Accordingly, by virtue of said sale deed defendant is in peaceful possession



and enjoyment over the suit schedule property. As alleged by the plaintiff defendant has not interfered with the plaintiff's peaceful possession and enjoyment over the suit schedule property. The defendant is living in the suit schedule property as per the sale deed dated 09.06.2010. The plaintiff seeking nullity of the sale deed dated 09.06.2010, since it was not executed by the plaintiff in favour of defendant. When the plaintiff himself has orally failed to establish the title over the suit schedule property, then the question of execution of sale deed in respect of suit schedule property in favour of anyone does not arise at all. Accordingly, plaintiff has utterly failed to prove the interference by the defendant with plaintiff's peaceful possession and enjoyment of the suit schedule property and nullity of sale deed dated 09.06.2010 executed in favour of defendant. Accordingly, I answer **Issue No.2 and 3 in the Negative.**



13. **ISSUE No.4:** The defendant in his written statement pleaded that suit of the plaintiff is bad for non joinder of necessary parties. The heavy burden of proving the relief lies on the party one who takes contention of non joinder of necessary parties. Mere taking contention is not sufficient to prove the same in the absence of any supportive oral or documentary evidence. In this case, the defendant has not adduced any evidence to show that suit of the plaintiff is bad for non joinder of necessary parties. In the absence of oral and documentary evidence the contention taken by the defendant is not believable one. Accordingly, I answer **Issue No.4 in the Negative.**

14. **ISSUE No.5:** Since the plaintiff himself orally failed to prove his ownership and possession over the suit schedule property by rendering oral or documentary evidence. Moreover, on carefully perusal of available materials on record there is no title of plaintiff over the suit schedule property at



the same time, the defendant had perfect title over the suit schedule property as per sale deed dated 09.06.2010. Hence, in the absence of title deed or revenue records in respect of suit schedule property in favour of plaintiff. Plaintiff is not entitled to get any relief as sought in the plaint. Accordingly, I answer **Issue No.5 in the Negative.**

15. **ISSUE No.6:-** In view of my findings on the above Issues, I proceed to pass the following;

ORDER

The suit of the plaintiff for
declaration and permanent injunction
is hereby dismissed with cost.

Draw Decree accordingly.

(On my dictation transcribed and typed by the stenographer printout taken by her, then corrected and pronounced by me in the open court on 13th Day of August 2026)

Sd/-

**(NARASIMHAMURTHY .A)
Prl. Civil Judge & JMFC.,
Sira.**



ANNEXURE

List of witnesses examined on behalf of the Plaintiffs:

PW.1 Anwarsab

List of documents marked on behalf of the Plaintiffs:

- N I L -

List of witnesses examined on behalf of the Defendants:

- N I L -

List of documents marked on behalf of the Defendants:

- N I L -

**Sd/-
Prl. Civil Judge & JMFC.,
Sira.**